NPSS™® CONSORTIUM
COMMERCIAL SINGLE END USER LICENSE AGREEMENT

This is a Commercial Single End User License Agreement ("Agreement" or "EULA") between End User (a university institution, business, other entity or natural person in whose name the Licensed Product has been ordered) and Southwest Research Institute® as Administrator for and on behalf of the NPSS® ("SwRI®") that sets forth End User's rights and obligations with respect to the Licensed Product (as defined below). **By installing or using the Licensed Product, End User is agreeing to be bound by the terms of this Agreement, which includes the license and the disclaimer of warranty and limitation of liability. Do not install or use the software until you have read and accepted al of the license terms. Permission to use the software is conditional upon your agreeing to the license terms. Installation or use of the software by you will be deemed to be acceptance of the license terms. Acceptance will bind you to the license terms in a legally enforceable contract with SwRI. If End User does not agree to the terms of this Agreement, End User must return the CD-ROM, flash drive, or other media on which the Licensed Product is contained and any copies of the Documentation to SwRI (and destroy any other copies of the Licensed Product), and contact SwRI for a full refund of any fees paid for the Licensed Product.**

1. Definitions.

1.1. "End User" shall mean any a university, institution, business, other entity, or natural person that properly receives a license to the Licensed Product solely for its own internal application, use, or purpose in accordance with this Agreement.

1.2. "Documentation" shall mean the end user manual providing instructions for using the Licensed Product and resolving end user difficulties, along with any other support documentation for the Licensed Product.

1.3. "Licensed Product" shall mean, collectively, the Software, the media embodying the Software, the Engineering Components, and the Documentation.

1.4. "Software" shall mean the current version of the computer software, in executable form, entitled "Numerical Propulsion System Simulation (NPSS®)" licensed by SwRI on behalf of the NPSS® Licensors, to wit: NPSS® V2.6.1, Engineering Components, CDM Modules, and Developer Tools to End Users.

1.5. "Engineering Components" shall mean the library of engineering component classes provided as part of the Licensed Product, in both source and object code form, but specifically excluding the Software which utilizes the Engineering Components. For the avoidance of doubt, in no event shall the Engineering Components be considered a component of the Software.

1.6. "NPSS® Licensors" shall mean NASA, SwRI, and the NPSS® Consortium.

1.7. "Updates" means improvements, bug fixes, or patches, if any, to the Software that are generally made available by NPSS® Licensors to End Users free of charge.

2. License.

2.1. Grant. Subject to the terms of this Agreement (including without limitation the restrictions in Section 2.2 below), End User is hereby granted a ONE-YEAR limited, non-exclusive, non-transferable, non-assignable nor transferable license, to the Licensed Product delivered to End User solely to:

(a) Install and use one copy of the Licensed Product on any computer located on a premises owned or controlled by the End User for use with the processing of data by End User for the internal business or commercial purposes of End User; and

(b) Make one copy of the Licensed Product solely for backup or archival purposes.

2.2. Certain Restrictions on Use. Except to the extent expressly allowed in Section 2.1, End User shall not, and shall not permit any third party to:

(a) modify, alter, reverse engineer, disassemble, decompile, or create any derivative work of any part of the Licensed Product, provided that such restriction shall not apply to the Engineering Components;

(b) permit any parent, subsidiaries, affiliated entities, or third parties to use the Licensed Product or any component thereof (other than employees or agents of End User who use the Licensed Product for the purpose set forth in Section 2.1 above), absent a separate license from SwRI on behalf of the NPSS® Licensors to such parent, subsidiary, affiliated entity or third party;

(c) rent, lease, or loan the Licensed Product;

(d) use the Licensed Product for third-party training, commercial time-sharing or service bureau use;

(e) use the Licensed Product to develop any competitive software to the Software;

(f) alter, remove, or obscure any copyright, trademark, or other proprietary notices on the Licensed Product;

(g) disassemble, decompile, or reverse engineer the Software or otherwise attempt to gain access to the source code of the Software;

(h) sell, license, sublicense, publish, display, distribute, assign, or otherwise transfer to a third party the Licensed Product, any copy thereof, or any rights thereto, in whole or in part, without SwRI's prior written consent; and

(i) except as permitted in Section 2.1 herein, copy the Licensed Product except for installing and loading the Licensed Product into computer memory for the purpose of executing the Software program.

3. Support. During the period this Agreement is in effect, SwRI shall provide limited technical support via e-mail and/or telephone to respond to questions from End Users regarding the use of the Licensed Product. Support will cover general and reasonable questions regarding: use of the Licensed Product, Software functionality, the Documentation, product capability, or performance limitations of the Licensed Product. SwRI shall use reasonable efforts to respond to such requests within forty-eight (48) hours from receipt of such requests, during normal business hours. SwRI shall have no obligation to provide End User any Updates but may do so from time to time at its sole and exclusive discretion. If this or any copy of the Software is an upgrade from an earlier version of the Software, it is provided to you on a license exchange basis. Upon your installation and use of this copy of the Software, you agree to voluntarily terminate any earlier EULA and you will not continue to use the earlier version of the Software or transfer it to another person or entity.

4. Intellectual Property; Confidential Information.

4.1. Proprietary Rights. NPSS® Licensors own and retain all of their respective proprietary rights, including any and all patent, copyright, trade secret, trademark, and other intellectual property rights in and to the Licensed Product and any Updates or other modifications thereto whether made by End User, NPSS® Licensors, or any third party. End User acknowledges that the license granted under this Agreement does not in any way provide it with any title to, or ownership of, the Licensed Product, but only a right of limited use under the terms and conditions of this Agreement. End User shall keep the Licensed Product free and clear of all claims, liens, and encumbrances. Except for the rights expressly granted herein, no other rights

are granted to End User with respect to the Licensed Product, and all rights (other than those expressly granted herein), title, and interest in the Licensed Product shall at all times remain the property of NPSS® Licensors regardless of the form or media in or which the original and other copies may exist. Except as otherwise permitted under this Agreement, End User shall have no rights to the source code for any part of the Licensed Product and agrees that only NPSS® Licensors shall have the right to maintain, enhance, or otherwise modify the Licensed Product.

4.2. Confidential Information. End User agrees that the Licensed Product contains confidential information, including trade secrets, know-how, and other information that comprise the exclusive property of the NPSS® licensors. During the period this Agreement is in effect and at all times after its termination, End User shall maintain the confidentiality of this information and shall not sell, license, sublicense, publish, display, distribute, disclose, or otherwise make available this information to any third party nor use such information except as authorized by this Agreement. End User shall not disclose any such information concerning the Licensed Product to persons who are not employees of End User without SwRI's prior written consent. End User agrees that it will take appropriate action by instruction, agreement, or otherwise with its employees to satisfy its obligations under this Agreement with respect to use, protection, and security of the NPSS® Licensors' confidential information. End User agrees to immediately notify SwRI of the unauthorized disclosure or use of the Licensed Product and to assist SwRI in remedying such unauthorized use or disclosure. It is further understood and agreed that money damages would not be a sufficient remedy for any breach of End User's obligations under this Section 4.2 by End User. In the event of any such breach, SwRI shall be entitled to seek equitable relief, in addition to any other rights or remedies provided by law or under this Agreement.

5. Warranty; Disclaimer of Warranties.

5.1. Limited Warranty. SwRI warrants that the media on which any copies of the Licensed Product are delivered will be free of defects in material and workmanship under normal use and service for a period of thirty (30) days from delivery.

5.2. Disclaimer of Warranty. **EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5.1, THE LICENSED PRODUCT IS LICENSED ON AN "AS IS" BASIS AND THE NPSS® LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE LICENSED PRODUCT, OR OTHER ACCOMPANYING MATERIAL OR SERVICE, IF ANY, INCLUDING ANY ACCOMPANYING DOCUMENTATION (INCLUDING INSTRUCTIONS FOR USE) AND SwRI SPECIFICALLY DISCLAIMS (AND END USER WAIVES) ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, REGARDLESS OF WHETHER IT IS MADE BY SwRI ON THE PRODUCT UNDER USE OR WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USE OF TRADE. SWRI DOES NOT WARRANT THAT THE OPERATION OR OTHER USE OF THE LICENSED PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE OR WILL NOT CAUSE DAMAGE OR DISRUPTION TO END USER'S DATA, COMPUTERS, OR NETWORKS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SwRI, ITS DEALERS, DISTRIBUTORS, AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. SwRI MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE SUPPORT FOR THE LICENSED PRODUCT AND THE PARTIES AGREE THAT THE NPSS® LICENSORS NOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THIS PRODUCT SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE SUCH PRODUCT EVEN IF THE NPSS® LICENSORS HAS BEEN ADVISED OF THE**

POSSIBILITY OF SUCH DAMAGES. SwRI AND THE NPSS® LICENSORS SHALL NOT BE HELD LIABLE OR RESPONSIBLE IN ANY WAY FOR SwRI'S ACTIONS OR OMISSIONS IN PROVIDING SUCH SUPPORT. THESE DISCLAIMERS OF WARRANTY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT.

6. Infringement; Compliance with Law.

6.1. Infringement Remedies. Should the Licensed Product become or, in the NPSS® Licensors' opinion, be likely to become the subject of a claim or an injunction preventing its use as contemplated herein, SwRI on behalf of the NPSS® Licensors may, at its option, (1) procure for End User the right to continue, as applicable, using such Licensed Product, (2) replace or modify the Licensed Product so that it becomes non-infringing, or, if the NPSS® Licensors determine, in their sole discretion, that (1) and (2) above are not commercially practical for SwRI, then (3) End User shall return the Licensed Product for a refund depreciated on a two (2) year straight line basis and any related licenses granted under Section 2 shall terminate without further liability to the NPSS® Licensors. The NPSS® Licensors shall have no liability or obligation to End User hereunder with respect to any infringement or claim thereof based upon alterations or enhancements of the Licensed Product not created by or for the NPSS® License. **This Section 6.1 states the entire liability of SwRI and the NPSS® Licensors with respect to infringement of patents, copyrights, trade secrets, or other intellectual property rights by the Licensed Product or any part thereof or by its operation.**

6.2. Compliance with Law. End User shall be responsible for the negligent acts or omissions of its officers, agents, employees, and representatives with respect to its obligations under the Agreement and for compliance with any applicable law relating to its use of the Licensed Product.

7. Limitation of Liability. End User agrees that the NPSS® Licensors' liability hereunder for damages arising from performance or nonperformance of the Licensed Product and/or support thereof, and any other products or services provided hereunder, including but not limited to liability for patent and copyright infringement, shall be as set forth above in Sections 5 and 6. **SwRI and the NPSS® Licensors will not be liable for any lost profits, loss of data, or costs of procurement of substitute goods or services or for any claim or demand against End User by any other party. In no event will the NPSS® Licensors be liable for consequential, special, indirect, or exemplary damages arising out of this Agreement, however caused and under any theory of liability (including negligence), even if advised of the possibility of such damages. End User acknowledges that the amounts payable hereunder are based in part on these limitations, and End User further agrees that these limitations shall apply notwithstanding any failure of essential purpose of any limited remedy**.

8. Termination. Either party to this Agreement shall have the right to terminate this Agreement and the licenses granted herein in the event: (i) the other party fails to comply with any of the terms and conditions of this Agreement and such default has not been cured within thirty (30) days after receiving written notice of such default from the other party; or (ii) the other party terminates or suspends its business, or has wound up or liquidated, voluntarily or otherwise. The rights and obligations of the NPSS® Licensors and End User in Sections 4, 5, 6, 7, 8, and 9 shall survive termination of this Agreement. Within five (5) days after termination of this Agreement, End User shall return to SwRI or destroy, at End User's expense, the Licensed Product, including all copies thereof, and deliver to SwRI a certification, in writing signed by an officer of End User, that the Licensed Product and all copies thereof have been returned or destroyed, as requested by SwRI and their use discontinued. Nothing contained herein shall limit any other remedies that SwRI or the NPSS® Licensors may have for the default of End User under this Agreement nor relieve End User of any of its obligations incurred prior to such termination.

9. Miscellaneous.

9.1. Assignment. Neither party shall assign this Agreement and its rights and obligations hereunder, in whole or in part, by operation of law or otherwise, without the written consent of the other party, except that SwRI may assign this Agreement to a (i) majority owned subsidiary or an affiliate under the same common control as SwRI or (ii) a successor pursuant to a merger or a sale of all or substantially all of its assets or (iii) its successor as Administrator of the NPSS® Consortium. In the case of any permitted assignment or transfer of or under this Agreement, this Agreement or the relevant provisions shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and assigns of the parties hereto.

9.2. Entire Agreement; Severability; Waiver. This Agreement, together with all Exhibits and other attachments hereto, constitutes and represents the entire agreement between the Licensor and Licensee, and supersedes all prior agreements and understandings, with respect to the matters covered by this Agreement. All Exhibits and attachments to this Agreement are incorporated herein by reference as if set forth in full. To the extent this Agreement conflicts with the terms of any exhibit, attachment, purchase order, or invoice, the terms of this Agreement shall govern. End User agrees that it has not entered into this Agreement based on any representations other than those contained herein. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless agreed to in writing by both parties. If any of the provisions of this Agreement is held by a court of competent jurisdiction to be invalid under any applicable statute or rule of law, such provision shall, to that extent, be deemed omitted, and the remaining portions of this Agreement shall remain in full force and effect. The waiver of a breach or default or any delay in exercising any rights shall not constitute a waiver of any subsequent breach or default. The headings are for convenience and shall not be used to construe this Agreement.

9.3. Governing Law. This Agreement shall in all respects be governed by the laws of the State of Texas without reference to its principles of conflicts of laws. Both parties acknowledge and agree that the U.N. Convention on Contracts for the International Sale of Goods shall not apply to the license of the Licensed Product hereunder. All disputes arising under, out of, or in any way connected with the sale of Licensed Product or this Agreement shall be litigated exclusively in the state and federal courts sitting in Bexar County, Texas, and in no other court or jurisdiction. Each party stipulates that the courts of the State of Texas shall have personal jurisdiction over its person, and it hereby irrevocably (i) submits to the personal jurisdiction of said courts and (ii) consents to the service of process, pleadings, and notices in connection with any and all actions initiated in said courts and waives any objection to venue. The parties agree that a final judgment in any such action or proceeding shall be conclusive and binding and may be enforced in any other jurisdiction.

9.4. Notices. Unless expressly stated otherwise herein, any notice, demand, request or delivery required or permitted to be given by either party pursuant to the terms of this Agreement shall be in writing and shall be deemed given (a) when delivered personally, (b) on the next business day after timely delivery to an overnight courier, (c) on the third business day after deposit in the U.S. mail (certified or registered mail return receipt requested, postage prepaid), and (d) upon confirmation of receipt by facsimile transmission, addressed to the party at such party's address as set forth on the first page of this Agreement or as subsequently modified by written notice.

9.5. U.S. Government Restricted Rights. This provision applies to all acquisitions of the Licensed Product by or for the federal government. By accepting delivery of the Software, the government hereby agrees that the Software qualifies as "commercial" computer software within the meaning of FAR Part 12.212 (as amended November 2007), DFARS Part 227.7202-1 and 227.7202-3 (December 2011), and DFARS 252.227-7014(a) (Feb 2012). The terms and conditions of this Agreement shall pertain to the government's use and disclosure of the Licensed Product, and shall supersede any conflicting contractual terms or conditions in any other agreement. If the license granted under this Agreement fails to meet the government's minimum needs or is inconsistent in any respect with federal procurement law, the government agrees to return the Licensed Product, unused, to SwRI.

9.6. License Restriction. This Agreement is subject to the terms and conditions of the Non-exclusive Copyright License Agreement between the National Aeronautics and Space Administration and Ohio Aerospace Institute for Technology known as "Numerical Propulsion System Simulation (NPSS)" assigned to SwRI on May 1, 2013.

9.7. Export Law Assurances. End User understands that the Licensed Product is subject to export control restrictions, laws, and regulations. End User shall abide by, and ensure that its officers, directors, employees, and agents abide by all applicable foreign and United States federal, state, and local laws, ordinances, rules, and regulations including export laws and regulations. If End User wishes to ship or make available the Licensed Product outside of its country, End User shall obtain (i) the prior written consent of SwRI, and (ii) any required export licenses or other permission necessary from the United States and such other countries' laws as applicable. End User shall be liable for any and all taxes associated with the export of the Licensed Product.

9.8. General. All payments by End User to SwRI shall be made in the United States of America currency, and all payments to SwRI shall be free and clear of all taxes and other governmental charges of any country except the United States of America.

THE END USER HAS READ AND UNDERSTANDS THIS COMMERCIAL SINGLE END USER LICENSE AGREEMENT AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS COMMERCIAL SINGLE END USER LICENSE AGREEMENT.